

# STANDARD TERMS AND CONDITIONS

BETWEEN

Öko-Institut e.V.

AND

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(hereinafter called "the Market Participant")

Address:  
Main Contact:

## 1. Parties

This document is a Contract (hereinafter called "the Contract") between Öko-Institut e.V. and the Market Participant.

## 2. Purpose

This Contract sets out the terms and conditions upon which the Öko-Institut e.V. is prepared to provide services as contemplated by the Basic Commitment (being the Principles and Rules of Operation; the PRO) to the Market Participant. Definitions as provided in the PRO also apply for this contract. The PRO is published on the website <http://www.aib-net.org>.<sup>1</sup>

## 3. Compliance with the Domain Protocol

Registrants of Production Devices become eligible to receive EECS Certificates under a specific EECS Scheme by contractually committing themselves with the Member responsible for the relevant Domain (under that Member's Standard Terms and Conditions) to comply with the Domain Protocol. The Registrant will also be subject to applicable legislation. In case of conflict between the Domain Protocol and the terms and conditions the former shall prevail.

By undersigning this Contract, the signatories commit themselves to comply with the Domain Protocol in its latest version as published on the website <http://www.aib-net.org>.<sup>2</sup> Market participants will be notified by Öko-Institut e.V. in case of relevant changes to the Domain Protocol.

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<sup>1</sup> [http://www.aib-net.org/portal/page/portal/AIB\\_HOME/AIB\\_ASS/EECS/PRO](http://www.aib-net.org/portal/page/portal/AIB_HOME/AIB_ASS/EECS/PRO)

<sup>2</sup> [http://www.aib-net.org/portal/page/portal/AIB\\_HOME/AIB\\_ASS/DP](http://www.aib-net.org/portal/page/portal/AIB_HOME/AIB_ASS/DP)

## **4. Obligation to inform**

Each party shall contribute to the implementation of this Contract, to the extent that both parties shall provide each other without delay all necessary information required by the application of this Contract. If the operation of a production device of the Market Participant no longer conforms to the reported information, the Market Participant shall inform Öko-Institut e.V. immediately about the change.

If the Market Participant communicates in public his activities in applying the EECS System with reference to the role of Öko-Institut e.V. as Issuing Body for EECS Certificates in Germany, he shall coordinate the communication with Öko-Institut e.V. in advance. The Market Participant shall also cooperate with Öko-Institut e.V. so that clients of the Market participant coordinate their public communication accordingly with Öko-Institut e.V.

## **5. Information systems**

Öko-Institut e.V. issues EECS-Certificates by using an electronic registry.

The Market Participant shall arrange, at his own cost, the necessary information technology architecture and interfaces which the Market Participant needs in order to use the EECS Registration Database. The Market Participant shall be responsible for sufficient data security relating to the use of the EECS Registration Database.

Öko-Institut e.V. has the right to change the IT prerequisites for the use of the EECS Registration Database. Öko-Institut e.V. shall inform the Market Participant in writing at least 30 calendar days prior to the implementation of material changes. In urgent cases changes can be made without prior notice. Öko-Institut e.V. shall then inform the Market Participant in writing as soon as possible after the change has been made.

Öko-Institut e.V. shall inform the Market Participant 5 days in advance of planned unavailability of the EECS Registration Database. The Market Participant shall be informed of other unavailability preventing the use of EECS Registration Database as soon as possible.

Öko-Institut e.V. has the right to prevent or restrict the use of the EECS Registration Database service by the Market Participant if there is misuse of the system or if the Market Participant has not fulfilled its contractual obligations.

## **6. Liability**

The Market Participant shall at all time act in accordance with the provisions of the Domain Scheme of the relevant domain.

Neither Party shall be liable for losses incurred to the other Party, unless the losses are due to intent or gross negligence. A Scheme Member is not liable for indirect or consequential losses unless the losses are due to intent or gross negligence.

If the Market Participant suffers a loss due to a negligent action of a Scheme Member, the Market Participant must direct the claim for compensation against the negligent Scheme Member only. The AIB, other Members of AIB or their representatives are not liable for the actions of the negligent Scheme Member.

Both parties have the duty to do everything possible to limit the extent of the damage. If the injured party does not implement adequate measures to limit the extent of the damage, compensation may be reduced.

Supplementing this regulation, any damage, loss, cost or expense incurred by the other party, shall be limited to fifty thousand (50,000) Euros per incident.

## **7. Errors in Issuing**

If Öko-Institut e.V. or the Market Participant discovers an error in issuing, redeeming or processing of an EECS Certificate, the other party shall be informed as soon as possible.

If there is an error in the course of issuing, redeeming or processing of an EECS Certificate or an error due to any unauthorised access to or malfunction of an EECS Registration Database, Öko-Institut e.V. and the Market Participant shall co-operate and use all reasonable endeavours to ensure that no unjust enrichment occurs as a result of the error. If there is an error, the EECS Certificates held in the Market Participant's account may be withdrawn or amended by Öko-Institut e.V. If not enough certificates have been issued, Öko-Institut e.V. will issue the certificates as soon as it receives the correct information.

If it transpires that the data in any Scheme Certificates is inaccurate (whether or not through an act or omission of the Registrant of the Originating Production Device), Öko-Institut e.V. is entitled to – provided that such Scheme Certificates are, at the time of such withdrawal, in the “Transferable Account” of that Registrant – withdraw those Scheme Certificates, and other Scheme Certificates of the same type.

## **8. Expiry from Scheme Membership**

If Öko-Institut e.V.'s right to serve as the Scheme Member for an EECS Scheme in the related Domain expires Öko-Institut e.V. has the right to transfer the Contract to a new Scheme Member. If there is no new Scheme Member, Öko-Institut e.V. has the right to terminate the Contract. The Market Participant has no right to receive any refund of the paid contractual fees.

If Öko-Institut e.V. stops serving as Scheme Member for an EECS Scheme the Market Participant has the right to retrieve its data.

## **9. Fees**

The overall activities of Öko-Institut e.V. as the Issuing Body for Germany are compensated both by a payment which is agreed between RECS Deutschland e.V. and Öko-Institut e.V. and by a flexible fee depending on the transaction volume of the individual market participants in the German Domain. The Market Participant might be required by regulations of RECS Deutschland e.V. to become a member or a part-member of RECS Deutschland e.V. and to pay a membership fee. The flexible fee due for the Market Participant will be invoiced directly by Öko-Institut e.V. from the Market Participant.

Öko-Institut e.V. will collect fees for opening and maintaining accounts within the electronic registry for the Domain of Germany, for the registration of production devices, for the issuing of certificates, a one-off fee per certificate handled in the German registry (covering any number of transfers, import or export) and for the redemption of certificates. The respective fees are published on the website <http://www.eecs-germany.de/>.

## **10. Breach of the Contract**

If the Market Participant is in breach of the Contract, including his obligation to pay the fees to Öko-Institut e.V., Öko-Institut e.V. is entitled to stop issuing, redeeming or otherwise processing certificates.

## **11. Force majeure**

In the case of force majeure, the parties have the right to restrict the services given to each other. Cases of force majeure are deemed to cover any events which the parties could not have prevented through reasonable caution and which make the services impossible or impair them essentially or make them financially or otherwise unreasonable. The parties shall inform each other of the occurrence of force majeure as well as of its end without delay.

## **12. Amendment of the Contract**

If the Basic Commitment being the Principles and Rules of Operation or German legislation requires that the Domain Protocol of Germany be amended, the parties agree to make all the required changes to this Contract in order to make it coherent with the Domain Protocol.

## **13. Confidentiality**

Information of commercial or sensitive nature shall be treated as confidential information by both parties. Disclosure of such information requires prior written consent.

## **14. Assignment and Termination of the Contract**

Each party may assign this contract only with the written consent of the other party. Such consent cannot be withheld with undue reason. Each party may, however, without consent at any time assign this contract to an Affiliated company. Each party can terminate this contract with one month's written notice.

## **15. Dispute resolution**

Disputes arising out of this Contract shall be settled according to German law, German jurisdiction and German courts.

Date:

Date:

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Öko-Institut e.V.

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Market Participant